

General Terms and Conditions of Delivery and Assembly of Jungheinrich Vertrieb Deutschland AG & Co. KG

Valid from May 15th, 2023

I. Scope of Application

1. These General Terms and Conditions of Delivery and Assembly (hereinafter also referred to as "**Terms**") shall apply in business transactions with entrepreneurs within the meaning of Sec. 14 German Civil Code [*Bürgerliches Gesetzbuch – "BGB"*], legal entities under public law and special funds under public law (hereinafter collectively referred to as "**Customer**") for all our contracts for the provision of deliveries and services. All deliveries and services including proposals, consultations and other ancillary services (hereinafter collectively "**Deliveries**") shall be made on the basis of these Terms.
2. Our Terms shall apply exclusively; any and all conflicting terms and conditions or terms and conditions deviating from our Terms or from statutory provisions shall not apply unless we have expressly agreed to their validity in writing. Such conflicting or deviating terms and conditions shall not apply even if we do not expressly objected to them or if we have made Deliveries without reservation or accepted payments without reservation.
3. Within the framework of an ongoing business relationship, these Terms shall also apply to all future contracts for Deliveries between us and the Customer, unless we expressly incorporate other terms and conditions.

II. Conclusion of Contract

1. Unless expressly stated otherwise by us, our offers are subject to change and non-binding.
2. Contract offers of the Customer (e.g. orders) are irrevocable until the expiry of fourteen (14) calendar days after submission. However, we are entitled to accept contractual offers from the Customer even after the expiry of fourteen (14) calendar days after submission. The contract shall be concluded by our written acceptance (e.g. by order confirmation). This written form requirement does not include post-contractual amendments and supplements. We shall also remain entitled to constitute the conclusion of a contract by making Deliveries without reservation or by invoicing Deliveries in whole or in part.
3. If our declaration of acceptance (e.g. order confirmation) is received by the Customer late, the Customer shall immediately inform us.
4. Our silence does not constitute any trust in conclusion of a contract.
5. The Customer is obliged to provide truthful information within the framework of the contract offer submitted by him. If the Customer's data provided in the contract offer changes, in particular name, address, e-mail address or telephone number, the Customer shall notify us of this change in writing without delay (e.g. by e-mail).

III. Deliveries and Delivery Dates

1. We deliver "ex works" (EXW within the meaning of INCOTERMS 2020), unless expressly agreed otherwise.
2. Shipment shall be for the account of the Customer, unless expressly agreed otherwise.
3. Partial Deliveries are permissible insofar as they are reasonable for the Customer. The same shall apply to early delivery.
4. Agreed delivery dates are subject to the timely receipt or receipt of the documents to be provided by the Customer, necessary approvals and releases as well as compliance with the agreed terms of payment and other obligations to cooperate by the Customer.
5. Our delivery obligations are subject to proper and timely delivery by our suppliers.
6. The agreed delivery dates shall be deemed to have been met upon notification to the Customer that the goods are ready for dispatch, even if the Deliveries cannot be dispatched on time through no fault of our own.
7. If the Customer culpably violates a duty to cooperate, we shall be entitled to demand compensation for the resulting damage (e.g. additional expenses) without prejudice to other claims.

8. If, after conclusion of the contract, the Customer makes additional requirements or wishes to make changes with regard to the delivery item or the assembly, this shall require an agreement on the resulting contractual adjustment (delivery item, delivery/assembly time, remuneration, etc.).

IV. Scope of Deliveries

1. Assembly shall be understood to mean the erection, assembly, fastening and insertion of parts in accordance with our technical guidelines. Insofar as we undertake the execution of ground work, our execution guidelines shall apply, which are part of these Terms and will be handed over to the Customer on request.
2. The Deliveries are conclusively listed in the order confirmation, including any attachments thereto.
3. All information relating to the delivery item in brochures, catalogues, on the internet, in advertising or in our correspondence prior to the offer as well as on VDI type sheets shall only apply approximately unless they are expressly declared as binding in our offer or our order confirmation. This also applies to photos, drawings and other illustrations.
4. We reserve the right to make changes to the design and shape of the delivery item until delivery, provided that the delivery item and its function and appearance are not fundamentally changed as a result and the changes are reasonable for the Customer.
5. Performance data refer to operation of an industrial truck at an air temperature of + 20° C, level concrete floor complying with our design guidelines, and dry operating conditions. They do not extend to acceleration times. Deviations from the performance data are also permissible under the above conditions within the range of usual tolerances.
6. If the contract provides for the preparation of a specification by us, the Customer undertakes to release it in good time. The specifications shall thus be authoritative for the technical details of the contract.
7. We reserve unrestricted property rights and copyrights to cost estimates, drawings and similar documents as well as all related information - also in electronic form. Such documents and information may only be made accessible to third parties, even in part, with our prior written consent and must be returned to us immediately and without request if a contract is not concluded.
8. Our industrial trucks are equipped with a so-called telematics box as standard. During the operation of the industrial truck, the telematics box continuously generates anonymized vehicle data that cannot be assigned to a natural person ("**Telematics Data**") and transmits this data to us on a mobile basis. This includes operating data of the industrial truck, such as lifting, lowering, driving, speed, position, operating status (switched on or off) as well as the temperatures of individual vehicle components, operating hours, error logs.
9. We use the Telematics Data for the purpose of invoicing according to operating hours, the conception of new rental models, for remote services, for the further technical development and optimization of our industrial trucks and for comparable content. The Customer agrees to the use of the Telematics Data by us or by third parties cooperating with us. Otherwise, the Customer can arrange for the deactivation of the telematics box on an individual contractual basis. The contract for the purchase and/or provision of the industrial truck does not include an order from the Customer to collect or process the data on his behalf. Rather, a separate contractual agreement is required for this.
10. We shall take back transport packaging of the delivery item to our respective delivering branch. When returned, transport packaging must be clean, free of foreign matter and, if applicable, sorted according to different packaging. Otherwise, we shall be entitled to demand from the Customer the additional costs demonstrably incurred during disposal.

V. Obligations of the Customer to Provide (Beistellungspflichten des Kunden)

1. In the case of assembly agreements, the Customer shall name a qualified project manager to us immediately after conclusion of the contract who is authorised by the Customer to make binding declarations on his behalf. The Customer shall furthermore be responsible for providing, at its own expense:
 - i. a place suitable for assembly;
 - ii. the commodities and materials required for assembly and commissioning, furthermore scaffolding, lifting gear, cranes and other devices;
 - iii. utilities with the necessary connections up to the point of use;
 - iv. heating of 8° C and sufficient lighting;
 - v. dry and lockable rooms at the assembly site for the storage of work equipment and working and recreation rooms including sanitary facilities for the assembly personnel;
 - vi. protective clothing and protective devices from outside the industry which are required due to special circumstances at the assembly site, transport goods for the intended purpose, pallets, transport racks, plant-related aids and other items which are required for commissioning and any agreed trial operation;
 - vii. a forklift suitable for assembly;
 - viii. a container or the like to hold the packaging material;
 - ix. a free access road suitable for delivery by lorry to the assembly site;
 - x. for the transport of the assembly parts, shipping packaging suitable for onward transport with industrial trucks; after delivery of the assembly parts to the assembly site, theft-proof storage.
2. In addition, the Customer shall take the necessary measures to protect persons and property at the installation site and shall inform our installation manager in detail about existing safety regulations. After placing the order, the Customer must provide us with all information on the location of concealed electricity, gas and water lines or similar installations as well as the necessary structural data without being asked to do so. In addition, the access routes and the installation or assembly site must be levelled and cleared at floor level, the installation or assembly site must comply with the floor specifications specified by us, in the case of indoor installation, the wall and ceiling plastering must be completely finished and, in particular, doors and windows must be inserted.

VI. Execution of the Installation Services

We are entitled to use subcontractors for assembly services.

VII. Delay

1. If we are in delay with Deliveries or other services, our liability shall be governed by the statutory provisions subject to the following limitations: The Customer's claim for damages due to delay is limited to 0.5% of the agreed net remuneration for the delayed delivery for each full week of delay, up to a maximum of 5% of this net remuneration in total. This limitation shall not apply in the event of liability due to intent or gross negligence.
2. The Customer may only withdraw from the contract due to a delay in delivery in accordance with the statutory provisions insofar as we are responsible for the delay or the Customer cannot reasonably be expected to adhere to the contract due to the delay. Statutory rights of termination remain unaffected by this.
3. A change in the burden of proof is not associated with the above regulations.
4. At our request, the Customer must declare within a

reasonable period of time whether he will withdraw from the contract due to the delay in delivery or whether he will continue to insist on delivery.

VIII. Transfer of Risk, Acceptance, Default of Acceptance

1. Delivery shall be made at the risk and expense of the Customer. The risk of accidental loss and accidental deterioration shall pass to the Customer as follows, even in the case of carriage-paid delivery, and even if partial Deliveries are made:
 - a) in the case of Deliveries without installation or assembly, when they have been brought for dispatch or collected. At the request and expense of the Customer, Deliveries will be insured by us against the usual transport risks;
 - b) in the case of Deliveries with installation or assembly, on the day of acceptance at the Customer's own premises or, if agreed, after acceptance;
 - c) for all other services with completion.
2. If dispatch, delivery, commencement, performance of installation or assembly, taking over in the Customer's own works or trial operation is delayed for reasons for which the Customer is responsible or if the Customer is in default of acceptance, the risk shall pass to the Customer at the time at which it would have passed to the Customer if the aforementioned delays had not occurred.
3. In the event of an agreed acceptance, the Customer shall carry out the acceptance within two weeks after our notification of readiness for acceptance. If this does not occur, acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have taken place if the delivery is put into use.
4. If the Customer is in default of acceptance, fails to cooperate or if delivery is delayed for other reasons for which the Customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge lump-sum damages in the amount of 0.5% of the net contract value of the Deliveries to be stored per calendar week, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification of readiness for dispatch, but not exceeding a total of 5% of this net contract value. The proof of higher damages and the statutory claims shall remain unaffected; however, the liquidated damages shall be set off against further claims for damages.

IX. Prices, Terms of Payment, Default of Payment, SEPA Direct Debit Procedure (SEPA-Lastschriftverfahren)

1. The prices are determined according to the price list agreed upon conclusion of the contract, which we enclose with our offer. We are entitled to change the price list for future contract conclusions at any time.
2. Unless expressly marked or agreed otherwise, the prices are "ex works" (EXW in accordance with INCOTERMS 2020), plus the applicable statutory value-added tax, if any, and excluding packaging and other ancillary costs. In the case of cross-border Deliveries, any customs duties, taxes, fees or other public charges incurred shall be reimbursed to us by the Customer.
3. Our payment claims are due for payment without deduction 14 calendar days after receipt of the invoice. The receipt of the payment by us is decisive for the timeliness of the payment. Bank charges and expenses shall be borne by the Customer.
4. Unless expressly agreed otherwise in writing in individual cases, the services for assembly and commissioning shall be invoiced according to working hours. Travel time shall also be invoiced as working hours, unless expressly agreed otherwise in writing in individual cases. Costs for travel by car shall be invoiced with a mileage allowance notified to the Customer upon conclusion of the contract, unless expressly agreed otherwise in writing in individual cases.
5. Accommodation, telephone and comparable costs incurred in connection with the provision of the Deliveries and services shall be invoiced at cost, insofar as they are not already covered by a lump sum for ancillary costs agreed therein. For overtime, night work, weekend work and work on public holidays requested by

the Customer or for which the Customer is responsible, the usual surcharges shall be levied, which are set out in our price list valid at the time of conclusion of the contract.

6. If the producer price index (*Erzeugerpreisindex*) (GP09-282218) (EPI, 2015 = 100) officially determined by the Federal Statistics Office of Germany (*Statistisches Bundesamt*) has changed by more than 5% upwards or downwards since the conclusion of the contract or the date of the last adjustment, either contracting party may demand an appropriate adjustment of the payment owed by means of a written declaration. The amount of the adjustment shall be at least half of the change in the EPI referred to in the first sentence above and shall in no event exceed the change in the EPI. The adjustment may be requested at the earliest with effect from the first day of the month following receipt of the request for adjustment. This Sec. IX Para. 6 shall not apply to Deliveries of Automatic Storage and Retrieval Systems ("ASRS"), Mobile Robots and Warehouse Equipment.
 7. In the event of default in payment, interest on arrears shall be charged in accordance with the statutory provisions.
 8. In the event that our claims are jeopardized by a significant deterioration in the creditworthiness of the Customer which becomes apparent after conclusion of the contract, we shall be entitled to perform outstanding Deliveries or other contractually agreed services only against advance payment or provision of adequate security. If the Customer fails to make an advance payment or provide adequate security within a reasonable period of time, we shall be entitled to withdraw from the contract. Our other rights of withdrawal shall remain unaffected.
 9. If the Customer agrees with us to make payments by SEPA direct debit (*SEPA-Lastschriftverfahren*), the Customer shall grant us the necessary SEPA direct debit mandate, stating its bank and the relevant bank data (BIC and IBAN). The Customer shall ensure the necessary coverage of its bank account. The Customer shall bear any costs caused by return debits.
 10. We will notify the Customer of the upcoming debit prior to the submission of a SEPA direct debit, stating the amount, due date, creditor identification number and mandate reference ("**Advance Notification**"). This Advance Notification shall be made no later than five (5) calendar days before the due date.
 11. If no SEPA direct debit procedure has been agreed, the Customer shall transfer invoice amounts due to the account specified by us in the invoice.
 12. The Customer shall only be entitled to rights of set-off and retention insofar as counterclaims against us have been legally established or are undisputed, or the Customer's counterclaim with which set-off is to be effected originates from the same contractual relationship with our claim. The same shall apply to the Customer's rights to refuse performance.
- X. Retention of Title**
1. We retain title to all delivery items ("**Reserved Goods**") until fulfilment of all claims to which we are entitled against the Customer arising from the business relationship.
 2. The Customer is obliged to cooperate in measures required to protect our reservation of title; in particular, upon conclusion of the contract the Customer authorizes us, at the Customer's expense, to make any necessary entry or notation of our reservation of title in public registers and to fulfil all other formalities required under the applicable property law.
 3. The processing or transformation of the Reserved Goods by the Customer shall always be carried out free of charge for us as manufacturer within the meaning of Sec. 950 BGB. The Customer shall keep the new item for us with the due care of a prudent businessman. It shall be deemed to be Reserved Goods. If the Customer processes, combines or mixes the Reserved Goods with other items, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the invoice value of the other goods

used. If our reserved property expires due to combination or mixing, the Customer shall already now transfer to us the property rights to which he is entitled in the new stock or the new object to the extent of the invoice value of the reserved property and shall store them for us free of charge. Our (co-)ownership rights arising hereunder shall be deemed to be Reserved Goods.

4. During the existence of the reservation of title, the Customer is prohibited from pledging or transferring ownership by way of security. Disposal of the Reserved Goods shall only be permitted in the ordinary course of the Customer's business. By way of security, the Customer hereby assigns to us all claims arising from the resale of the Reserved Goods. The Customer is hereby authorized to collect the claim. If the Reserved Goods are sold by the Customer together with other goods not sold by us, the assignment of the claim from the resale shall only apply to the amount of the resale value of the Reserved Goods sold in each case. If the Customer includes the claim from the resale in a current account relationship with its client, the recognized balance, which is assigned in the amount of the resale value of the respective Reserved Goods sold, shall take the place of the current account claim after it has been balanced. In the event of the sale of goods in which we have co-ownership shares in accordance with Sec. X Para. 3, the assignment of the claim shall apply in the amount of the corresponding resale value of these co-ownership shares.
5. We shall be entitled to revoke the authorization to sell the Reserved Goods and the authorization to collect if the Customer defaults on payment or disposes of the Reserved Goods outside the ordinary course of business or if, after the conclusion of the contract, a significant deterioration in the Customer's financial circumstances becomes apparent which jeopardizes a claim on our part, in particular in the event of a cessation of payments by the Customer or an application to open insolvency proceedings against the Customer's assets. In the event of a revocation of the collection authorization, we shall be entitled to demand from the Customer that he immediately provides notification of the transferred claims and names their debtors, provides any information required for the assertion of the claims, hands over the relevant documents and informs the debtors of the transfer.
6. If the Reserved Goods are used by the Customer for the performance of a contract for work and services or a service contract, the Customer's claim arising from the contract for work and services or the service contract shall be assigned to us to the same extent as stipulated in Sec. X Para. 3 and 4.
7. In the event of seizures, confiscations or other dispositions or interventions by third parties, the Customer must notify us immediately.
8. The Customer shall maintain the Reserved Goods in perfect condition. Necessary maintenance and inspection work on the Reserved Goods shall be carried out by the Customer at its own expense and risk.
9. As long as the reservation of title exists, the Customer is obliged to insure the Reserved Goods in our favor against theft, breakage, fire, water and other risks at replacement value. The Customer authorizes us already now to assert all claims for compensation from these insurances.
10. If the Customer substantially breaches the aforementioned obligations set forth in Sec. X, we shall be entitled to withdraw from the contract.
11. Insofar as the value of the security rights to which we are entitled exceeds the amount of the secured claims by more than 10%, we shall, at the Customer's request, release a corresponding part of the security rights at the Customer's discretion.

XI. Material Defects

1. Characteristics of the delivery items named in advance of the conclusion of the contract do not automatically belong to the agreed quality according to Sec. 434 Para. 2 Sentence 1 BGB, but only if they are expressly named in the contractual declarations.
2. If the delivery items correspond to the quality agreed between us and the Customer, the delivery items shall be deemed to be in conformity with the contract and free of defects even if they

do not meet the objective requirements within the meaning of Sec. 434 Para. 3 BGB.

3. We do not grant any quality or durability guarantee.
4. The Customer shall be obliged to carefully inspect the Deliveries immediately after delivery, insofar as this is feasible in the ordinary course of business, and shall immediately notify us in writing of any material defects. Noticeable material defects shall be notified to us in writing without undue delay, however, no later than five (5) days after delivery, hidden material defects without undue delay, however, no later than five (5) days after discovery. Otherwise, the delivery items shall be deemed to have been approved.
5. In the event of a material defect, we shall first be given the opportunity to remedy the defect within a reasonable period of time. Subsequent performance shall be effected, at our discretion, by repair or new delivery, insofar as the material defect already existed at the time of the transfer of risk. In the case of a new delivery, we shall either take back the originally delivered item at our expense or the Customer shall return or dispose of the originally delivered item at our expense upon our request, unless the return and/or disposal is associated with considerable inconvenience for the Customer. Also in the case of seller's recourse (*Verkäuferregress*), the Customer is obliged, in deviation from Sec. 445a Para. 2 BGB, to give us the opportunity to remedy the defect within the period set to the Customer by its buyer. The setting of a deadline is only dispensable if the setting of a deadline in accordance with Sec. 445a Para. 2 BGB is already dispensable in the relationship between the Customer and its buyer, so that the Customer cannot give us the opportunity for subsequent performance.
6. Unless otherwise agreed, the place of subsequent performance shall be our registered office.
7. If subsequent performance fails, the Customer is entitled - without prejudice to other rights - to withdraw from the contract or to reduce the remuneration under the statutory conditions.
8. Our obligation to pay damages or reimbursement of expenses shall be governed by Sec. XIV.
9. At our request, the Customer shall declare within a reasonable period of time whether it will withdraw from the contract due to a material defect or whether it will continue to insist on delivery.
10. Defect rights do not exist if and to the extent that the usability of the delivery concerned is only insignificantly impaired, in the case of only insignificant deviations of the Deliveries from the agreed quality, in the case of natural wear and tear and damage which occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress or which occurs due to special external influences on the delivery which we did not have to expect.

XII. Infringement of Third Party Property Rights

1. Rights or claims of third parties based on industrial or other intellectual property shall constitute a defect in title only to the extent that such rights or claims exist in accordance with the usual national standards, including the EU patent requirements, in the country of our general place of business as well as at the general place of business of the Purchaser ("IP Rights").
2. The Customer must inform us in writing and without delay of all claims asserted against the Customer which involve the infringement of IP Rights of third parties.
3. A defect due to the infringement of IP Rights of third parties shall not exist insofar as (i) the infringement of an IP Right is based on specifications provided by the Customer; (ii) the infringement of an IP Right is based on a use of the Deliveries in a manner not foreseeable by us; or (iii) the infringement of an IP Right is based on the fact that Deliveries were subsequently modified or used in connection with products or in another manner for which these Deliveries were not intended.

4. Sec. XI Para. 5 to Para. 7 and Sec. XI Para. 9 shall apply *mutatis mutandis* to the infringement of IP Rights and other defects of title.
5. If Deliveries are made according to drawings or other information provided by the Customer and if this infringes the IP Rights of third parties, the Customer shall indemnify us against all claims in this respect.

XIII. Software Use

1. Insofar as software is included in the scope of delivery and no separate agreement of use has been concluded in this respect, which would take precedence over these Terms, we grant the Customer a non-exclusive, limited right, which cannot be transferred without relinquishing its own right of use, to use the software integrated in a rental property in its executable form including its documentation. They shall only be provided for the use of the rental property for the agreed purpose. The Customer's right to use the software and its documentation is limited in content to this purpose. The Customer is prohibited from using the software for other delivery items or systems. The Customer acquires ownership only of the data carrier of the concrete executable software in the rental property.
2. Permitted use includes the installation of the software on the rental property, loading it into the main memory (*Arbeitsspeicher*) and use by the Customer as intended. Under no circumstances shall the Customer have the right to rent or otherwise sub-license the software as such, to publicly reproduce or make it accessible by wire or wireless means or to make it available to third parties against payment or free of charge. The Customer is entitled to create a backup copy if this is necessary to secure future use. The Customer shall visibly affix the note "Backup copy" as well as the copyright notice of the software to the created backup copy. The Customer shall only be entitled to decompile and reproduce the software insofar as this is provided for by law. However, this shall only apply on condition that we have not made the necessary information available to the Customer upon request within a reasonable period of time. The granting of rights does not refer to the source code of the software. The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without our prior express consent.

All other rights to software integrated in the rental property and to the documentation including copies and all relevant rights to patents, copyrights, trade secrets or other industrial property rights to the software shall remain with us or the third parties from whom we have acquired the right to license the software. We reserve all rights to the software which have not been expressly granted in accordance with these Terms. The granting of sub-licenses is not permitted.
3. Software contained in the telematics box (see Sec. IV Paras. 8 and 9) is excluded from the above provisions, unless otherwise agreed in individual cases.
4. Irrespective of the admissibility under product liability law, we are entitled to provide and install updates to the software supplied to the Customer in order to remedy security and cybersecurity risks.

XIV. Liability

1. Claims for damages and reimbursement of expenses by the Customer ("**Claims for Damages**"), irrespective of the legal grounds, are excluded.
2. The above exclusion of liability shall not apply in the event of
 - a) Claims for reimbursement of expenses according to Sec. 327u Para. 1 BGB, Sec. 439 Para. 2 BGB and Sec. 439 Para. 3 BGB and Sec. 445a Para. 1 BGB;
 - b) intent or gross negligence;
 - c) liability on the basis of the Product Liability Act [*Produkthaftungsgesetz* – "ProdHaftG"];
 - d) liability for culpable injury to body, life or health;
 - e) the assumption of a quality guarantee;
 - f) liability for culpable breach of essential contractual obligations, i.e. obligations the fulfilment of which is necessary for the proper performance of a contract and on the fulfilment of which the Customer regularly relies

and may rely. In the event of a breach of material contractual obligations, our liability shall be limited to foreseeable damage, the occurrence of which must typically be expected, unless we are liable for intent or gross negligence, injury to body, life or health or under the Product Liability Act.

3. In the event of damage caused by delay, Sec. VII shall take precedence over this Sec. XIV.
4. The above provisions do not imply a change in the burden of proof to the detriment of the Customer.
5. To the extent that our liability is limited in accordance with this Sec. XIV, this shall also apply to the corresponding personal liability of our employees, vicarious agents, bodies and legal representatives.

XV. Prohibition of Assignment

Assignments of claims of the Customer against us are only permissible with our prior written consent. Sec. 354a German Commercial Code [*Handelsgesetzbuch* – “HGB”] remains unaffected by this.

XVI. Limitation

1. The limitation period for claims and rights due to a material or legal defect (damages instead of or in addition to performance, claims for reimbursement of expenses, reduction, withdrawal or subsequent performance) shall be one (1) year.

Notwithstanding the foregoing, the statutory limitation period shall apply

- a) with regard to all claims and rights of the Customer in the case of Sec. 438 Para. 1 no. 1 BGB (rights in rem of third parties), Sec. 438 Para. 1 no. 2 BGB (buildings and objects), Sec. 445b BGB (recourse claims in supplier recourse), Sec. 478 Para. 2 BGB (recourse in the purchase of consumer goods), Sec. 634a Para. 1 no. 2 BGB (buildings) or in the case of fraudulent concealment of the defect by us
and
- b) in the case of claims for damages: in the case of injury to body, life or health, claims under the Product Liability Act and grossly negligent or intentional breaches of duty.
2. The suspension of expiry pursuant to Sec. 445b Para. 2 BGB shall end no later than five (5) years after the date on which we delivered the goods to the Customer.
3. Rectifications or replacement deliveries shall be carried out by us as a gesture of goodwill and without acknowledgement of a legal obligation. An acknowledgement with the consequence of a new start of the limitation period shall only exist if we expressly declare this to the Customer. With the exception of an expressly declared acknowledgement, no new limitation period shall commence with rectification or replacement delivery. The statutory provisions on suspension, recommencement and interruption shall remain unaffected.
4. For other claims of the Customer, irrespective of the legal grounds, which are not attributable to defects of the subject matter of the contract, the regular limitation period shall be reduced to two (2) years from the statutory commencement of the limitation period. This shall not apply to claims for damages in accordance with Sec. XVI Para. 1 lit. b).

XVII. Export Control Law

1. We may refuse to perform our obligations under a contract with the Customer - to the exclusion of any claims the Customer may have against us - if and to the extent that performance of the contractual obligations is prohibited or impaired by national or international regulations or embargoes and/or other comparable sanctions that impede performance (“**Export Control Law**”). In this case, we shall inform the Customer immediately of the circumstances leading to the impediment.
2. The Customer shall comply with the applicable provisions of national and international (re-) export control law when selling

and/or passing on the delivery items delivered by us or the other services provided by us to third parties in Germany and abroad. In any case, he shall observe the (re-) export control regulations of the Federal Republic of Germany, the European Union and - if applicable - the United States of America.

3. If required for export control inspections, the Customer shall, upon request, immediately provide us with all information on the final recipient, final destination and intended use of the delivery items delivered by us or the other services provided by us as well as any export control restrictions in this respect.
4. The Customer shall fully indemnify us against all claims asserted against us by authorities or other third parties due to the Customer's failure to comply with the above mentioned export control obligations and undertakes to compensate us for all damages and expenses incurred by us in this connection, unless the Customer is not responsible for the breach of duty. A reversal of the burden of proof is not associated with this.
5. If the performance of obligations by us under a contract is impeded due to Export Control Law, any deadline for the performance of such obligations shall be extended accordingly. Claims for damages by the Customer against us due to such delays are excluded if and to the extent that we are not responsible for such delays.
6. If the performance of our obligations under a contract is prohibited or impeded by applicable Export Control Law for a period of three (3) months or longer, we and the Customer shall be entitled to terminate the contract without notice or to withdraw from the contract.

XVIII. Confidentiality

1. The Customer shall be obliged to treat as confidential vis-à-vis third parties all information, in particular know-how and trade secrets, which it obtains from us and which are marked as confidential or where it is evident from the circumstances that they are confidential (“**Confidential Information**”), irrespective of whether they have been communicated in written, electronic, embodied, or oral form. In particular, the Customer is not authorized to disclose or make available the Confidential Information to any third party without our prior consent. The Confidential Information shall only be used for the purposes of the contract. Furthermore, the Customer undertakes not to examine, analyze, disassemble, decompile or determine the composition of products of ours which have not been made publicly available by other methods of reverse engineering. Sec. 69e of the Act on Copyright and Related Rights [*Urhebergesetz* – “UrhG”] remains unaffected. This prohibition of reverse engineering shall apply irrespective of whether the Customer uses Confidential Information in the process. The Customer shall oblige its employees and other persons who obtain access to the Confidential Information in connection with the performance of the contract to maintain secrecy accordingly.
2. From the obligation in Sec. XVIII Para. 1 information shall not apply to information which (a) was demonstrably already known to the Customer at the time of the conclusion of the contract or subsequently becomes known to the Customer from a third party without violating a confidentiality agreement, statutory provisions or official orders, (b) is already generally known at the time of the conclusion of the contract or subsequently becomes generally known provided this is not based on a violation of this contract, (c) was independently developed by the Customer without access to our Confidential Information, or (d) must be disclosed due to statutory obligations or by order of a court or an authority.
3. These obligations of this Sec. XVIII shall continue to exist beyond the termination of the contract and the business relationship, irrespective of the manner in which the contract or the business relationship is terminated.

XIX. Data Protection

1. The parties undertake to process personal data in accordance with the General Data Protection Regulation [*Datenschutzgrundverordnung* – “DSGVO”] and relevant other data protection regulations, to treat such data confidentially and not to process such data outside the purpose of the

respective contract.

2. As a matter of principle, we do not pass on personal data to third parties unless this is necessary for the performance of the contract with the Customer, or we are legally obliged or entitled to pass on such data. Insofar as we use third-party service providers to fulfil the contract, these are obliged and used in accordance with the provisions of the DSGVO.
3. We take appropriate technical and organizational measures to safeguard the confidentiality, availability and integrity of the personal data provided by the Customer. In particular, we oblige all employees deployed at Jungheinrich to observe data protection and confidentiality.
4. No personal data is collected, processed or transmitted to us with the telematics box (cf. Sec. IV No. 8 and 9 of these Terms). If the Customer combines the Telematics Data with other information that identifies a natural person (e.g. the driver of the industrial truck), the Customer is solely responsible for this.
5. Further information on general data protection at Jungheinrich can be found on our homepage at: <https://www.jungheinrich.de/datenschutzerklaerung>.
Further information on product-related data protection at Jungheinrich can be found on our homepage at: <https://www.jungheinrich.com/privacy-policy-for-digital-services-by-jungheinrich-924562>.

XX. Force Majeure; Corona Crisis; Ukraine War

1. If the performance of a contract is impaired by force majeure or circumstances for which we are not responsible and which could not have been foreseen at the time of the conclusion of the contract even with the exercise of reasonable care, in particular due to partial or general mobilization, war, civil war, acts of war or warlike acts or conditions, immediate danger of war, government intervention or control within the framework of the war economy, monetary and trade policy measures or other sovereign measures, arbitrary acts by public authorities or politicians, riots, terrorism, natural disasters, accidents, industrial disputes, epidemics, pandemics, major operational disruptions (e.g. fire, breakdown of machinery or rollers, shortage of raw materials or energy of more than short-term duration) or obstructions of traffic routes or other unusual delays in transport, in each case of more than short-term duration, the contractual obligations of the parties shall be suspended and the periods and dates provided for the performance of the Deliveries and other services shall be extended accordingly, irrespective of whether these circumstances occur at our premises or those of a supplier or subcontractor. The Customer undertakes to negotiate with us a corresponding adjustment of the contract with regard to the other contractual terms (in particular the contract price).
2. Insofar as an adjustment to the contract as a result of force majeure is not economically justifiable, both parties shall be entitled to withdraw from the contract or to terminate the contract. Statutory rights of withdrawal and termination or rights regulated in these Terms shall remain unaffected.
3. Without prejudice to Sec. XX Para. 1 and Sec. XX Para. 2 above, we shall not be liable for any delay or other breach in the performance of our contractual obligations caused

directly or indirectly by the outbreak of the corona virus or the ongoing pandemic (COVID 19) and related measures ("Corona Crisis"). However, we will take commercially reasonable steps to limit the potential impact of the Corona Crisis on the performance of our contractual obligations. Upon our request and after notification of the Customer, our contractual obligations shall be suspended as long as the Corona Crisis or its effects or after-effects prevent or delay the performance of the contract. Delivery periods shall be extended accordingly. If the suspension as a result of the Corona Crisis exceeds a period of more than 90 days, both parties shall be entitled to withdraw from the contract.

4. Without prejudice to Sec. XX Para. 1 and Para. 2 above, we shall not be liable for any delay or other breach in the performance of our contractual obligations caused directly or indirectly by war or warlike activities (whether or not war has been declared) between Ukraine and the Russian Federation/Russia ("Ukraine War"). However, we will take commercially reasonable steps to limit the potential impact of the Ukraine War on the performance of our contractual obligations. Upon our request and after notification of the Customer, our contractual obligations shall be suspended as long as the Ukraine War or its effects or after-effects prevent or delay the performance of the contract. Delivery periods shall be extended accordingly. If the suspension as a result of the Ukrainian War exceeds a period of more than 90 days, both parties shall be entitled to withdraw from the contract.

XXI. General Provisions

1. The Incoterms in the version applicable at the time of the conclusion of the contract shall apply to the interpretation of the trade terms.
2. Insofar as a written form requirement is stipulated in these Terms, text form within the meaning of Sec. 126b BGB (permanent data carrier such as fax, e-mail, letter) shall suffice.
3. In the event that individual provisions of the contract are invalid, the remaining provisions shall remain valid.

XXII. Place of performance, place of jurisdiction Applicable law

1. The place of performance for all Deliveries is our registered office.
2. The exclusive place of jurisdiction for all legal disputes arising from or in connection with the contractual relationship shall be Hamburg. In the event of legal disputes arising from or in connection with the contractual relationship which fall within the jurisdiction of the local courts, the local court of Hamburg-Mitte shall have jurisdiction. However, we are also entitled in any case to bring an action at the place of performance of the Deliveries or at the general place of jurisdiction of the Customer.
3. These Terms as well as the contractual relationship between us and the Customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Jungheinrich Vertrieb Deutschland AG & Co. KG

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Rolf Najork

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